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12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA
14

15 RUTH L. DOUGLAS, on behalf of
16 herself and all other similarly situated,

17 Plaintiffs,

18 v.

18 ARCADIA HEALTH SERVICES, INC.
19 and DOE 1 through and including DOE
20 100,

21 Defendants.
22
23
24
25
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27
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Case No: CV-11-03552 SBA

**[PROPOSED] ORDER,
JUDGMENT, AND DECREE
GRANTING FINAL APPROVAL
OF CLASS-ACTION
SETTLEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS
AND ENHANCEMENT AWARD**

Assigned to the Honorable Sandra
Brown Armstrong, Oakland
Courthouse, Ctrm 1, 4th Fl, 1301
Clay Street, Oakland, CA 94612

Date: April 17, 2012
Time: 1:00 p.m.
Court: Courtroom 1, 4th Floor

Complaint filed June 15, 2011

1 This matter having come before the Court for hearing on April 17, 2012, pursuant
2 to the Order Granting Plaintiff's Renewed Motion for Preliminary Approval of Class
3 Action Settlement ("Preliminary Approval Order") entered January 17, 2012, on
4 Plaintiff's Motion for Final Approval of Class-Action Settlement and Plaintiff's Motion
5 for Award of Attorneys' Fees, Reimbursement of Costs and Payment of Enhancement
6 Award, and due and adequate notice having been given to the Class as defined below as
7 required by the Preliminary Approval Order, and the Court having considered all papers
8 filed and proceedings had herein and otherwise being fully informed, and good cause
9 appearing therefore, it is hereby found and Ordered:

10 **FINDINGS**

11 A. All terms used herein shall have the same meaning as defined in the
12 Settlement Agreement and General Release entered into by and between Plaintiff Ruth L.
13 Douglas and Defendant Arcadia Health Services, Inc. ("Settlement") attached as Exhibit
14 1 to the Declaration of Alan Harris filed on December 23, 2011 (Docket No. 29).

15 B. This Court has jurisdiction over the subject matter of each of the claims
16 asserted in the Complaint in this action, and has personal jurisdiction over the parties to
17 this action, including the members of the Class, and subject matter jurisdiction to approve
18 the Settlement.

19 C. Notice to the Class has been completed in conformity with the Preliminary
20 Approval Order. The class notice provided a clear and full explanation of the settlement,
21 the settlement process, and the rights of the Class members, including a description of the
22 Class and each Class member's minimum settlement payment. The class notice further
23 informed Class members that Class Counsel would be seeking an award of attorneys'
24 fees and costs from the settlement fund. The notice provided a neutral, informative, and
25 understandable description of the settlement, and the rights of the Class members under
26 the settlement, and described the proposed settlement with enough specificity to enable
27 Class members to make an informed decision regarding whether to accept and participate
28 in the settlement.

1 D. Notice to the Class members, including both (1) the mailing of the Class
2 Notice and Claim Forms as directed by the Court, and (2) the establishment of a toll-free
3 telephone number by the Claims Administrator, has been completed in conformity with
4 this Court's Preliminary Approval Order. The notice provided the "best practicable"
5 notice of the settlement, constitutes valid, due, and sufficient notice, and meets the
6 requirements for notice of a class-action settlement. The Court bases this finding, in part,
7 on the Claims Administrator's and the parties' counsel's extensive efforts not only in
8 initially mailing Class Notice and Claim Forms to all Class members, but in re-mailing
9 undelivered Class Notices and Claim Forms to Class members, utilizing a third-party
10 locator service to update Class members' addresses, and receiving and responding to
11 telephone calls from inquiring Class members. Accordingly, this Court determines that
12 all members of the Class, who did not timely submit a request for exclusion, are bound by
13 this Judgment, Final Order, and Decree.

14 G. There were no objections to the Settlement.

15 H. The Settlement is fair, adequate, and reasonable, is in the best interests of the
16 Settlement Class as a whole, and represents the best possible outcome in light of the
17 defenses raised. In making the determination that the settlement is fair, reasonable and
18 adequate and should be approved, the Court has considered (i) the strengths and
19 weaknesses in Plaintiff's case, (ii) the risks, expense, complexity, and likely duration of
20 further litigation, (iii) the risks to Plaintiff of establishing and maintaining class-action
21 status, (iv) the monetary amount of the settlement, including the amounts of the
22 individual payments available to Class members, (v) the extent of discovery that has been
23 conducted by the parties, and (vi) the views of the parties' respective counsel. The
24 settlement is the product of arms-length, serious, informed, non-collusive, and non-
25 overreaching negotiations.

26 I. For purposes of this Order, Judgment, and Decree, and consistent with the
27 Settlement, the term "Class," which is hereby certified for settlement purposes pursuant
28 to Federal Rule of Civil Procedure 23(a) and 23(b)(3), means the following Class: All

1 former and current AHS Hourly Employees from June 15, 2007, to the date of entry of
2 preliminary approval of the Settlement [January 17, 2012] (“Class” or “Settlement
3 Class”).

4 J. Counsel for Plaintiff seek an award of attorneys’ fees under the common-
5 fund theory, which allows a litigant who recovers a common fund for the benefit of
6 others to recover a reasonable attorneys’ fee from the fund as a whole Boeing Co. v. Van
7 Gemert, 444 U.S. 472, 478 (1980).

8 **ORDER**

9 **GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED,**
10 **ADJUDGED, AND DECREED** that:

11 1. This Court hereby grants final approval of the Settlement, which is expressly
12 incorporated by this reference and which shall have the full force and effect of an order of
13 this Court, and hereby directs that the Settlement be consummated in accordance with its
14 terms and conditions.

15 2. The Class as defined above is certified pursuant to Federal Rule of Civil
16 Procedure 23.

17 3. The Court hereby approves the Settlement, including the individual
18 settlement payments to be made to the Class members who filed timely claims. The
19 Court finds that the Settlement is, in all respects, fair, reasonable, and adequate to the
20 settling Class Members.

21 4. In making the determination that the Settlement is fair, reasonable, and
22 adequate, in addition to the factors set forth above, this Court notes that not a single
23 objection was filed to the Settlement and that only five individuals elected to exclude
24 themselves. These additional factors lead the Court to conclude that the Settlement is
25 fair, reasonable, adequate, and supported by the Class.

26 5. The Settlement and this Judgment release and absolutely and forever
27 discharge Defendant Arcadia Health Services as follows:
28

1 Class Members who do not exercise their right to exclude themselves from
2 the settlement have released the following claims (whether or not he or she
3 has returned a valid Claim Form) against Defendant, Arcadia Services Inc.,
4 RKDA, Inc. Arcadia Resources, Inc. and each of its officers, directors,
5 employees, agents, direct and indirect subsidiaries or affiliated corporations,
6 organizations, representatives, insurers, predecessors, successors, assigns,
7 clients (and their respective officers directors, employees, agents, managers
8 and fiduciaries) and counsel (collectively referred to as the “Released
9 Parties”) from any and all claims, debts, liabilities, demands, obligations,
10 guarantees, costs, expenses, attorneys' fees, penalties, damages, restitution,
11 injunctive relief, or a remedy of any other type which are based on, arise out
12 of, or are related to the causes of action of the Lawsuit, including but not
13 limited to, claims made pursuant to the California Labor Code for failure to
14 pay overtime compensation, failure to provide adequate meal periods and/or
15 rest periods, failure to provide accurate wage statements, and failure to pay
16 final wages in a timely fashion; claims under California Business and
17 Professions Code section 17200 *et seq.*; and claims for civil penalties
18 pursuant to the California Labor Code and the Private Attorneys General Act
19 of 2004 through the Effective Date of the Agreement. This release covers all
20 claims for interest, attorneys’ fees and costs related to the Lawsuit. Class
21 Members who have not timely returned valid Claims Form shall not share in
22 the distribution of any part of the Settlement amount, but nevertheless shall
23 be bound by the Release provisions of this Agreement (unless they have
24 validly opted-out). As they relate to these Released Claims, Class Members
25 waive all rights under California Civil Code Section 1542, or any similar
26 statute of another jurisdiction, and understand that they are releasing known
27 and unknown claims within the scope of this Release. Section 1542 states:
28

1 A general release does not extend to claims which the creditor does
2 not know about or does not suspect to exist in his or her favor at the
3 time of executing the release, which if known by him or her must have
4 materially affected his or her settlement with the debtor.

5 (All defined terms shall have the same meaning as in the Settlement.)

6 5. The Court hereby enters this Order as a Judgment, and hereby decrees that,
7 upon entry, it shall be deemed as a final judgment with respect to all claims by all
8 members of the Class against Defendant Arcadia Health Services, Inc.

9 6. All members of the Class who have not filed a timely and valid request for
10 exclusion are barred and permanently enjoined from prosecuting claims that are settled
11 and/or released pursuant to and/or under the Settlement.

12 7. Ruth L. Douglas is hereby approved as representative of the Class and is
13 approved to receive an enhancement award in the amount of \$5,000 (\$1,000 of said
14 amount shall be paid from the settlement fund and the remaining \$4,000 shall be paid by
15 Class Counsel).

16 8. Alan Harris and Abigail Treanor of Harris & Ruble and David S. Harris of
17 the North Bay Law Group are hereby approved as Class Counsel.

18 9. The Court determines that Class Counsel is entitled to an award of attorneys'
19 fees in the amount of \$155,750 and an award of costs and expenses in the amount of
20 \$2,461.26. The Court finds that the fee-and-cost award reflects the actual efforts
21 expended by counsel in prosecuting this class action, and are supported by the lodestar
22 crosscheck. Upon entry of this Order, the Court hereby authorizes the Claims
23 Administrator to make payments directly to Class Counsel of the award of attorneys' fees
24 and costs in accordance with the terms of the Settlement.

25 10. The Court hereby dismisses this action against Arcadia Health Services, Inc.
26 on the merits and with prejudice and without costs other than as provided in the
27 Settlement.
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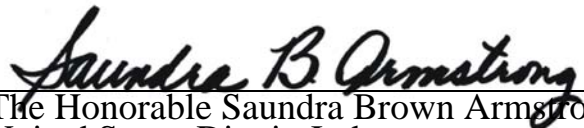
1 11. All Class members who filed timely and valid Claim Forms shall participate
2 and receive individual settlement payments in accordance with the terms of the
3 Settlement.

4 12. The Claims Administrator is hereby ordered to make the payments required
5 under the Settlement in accordance with its terms and conditions.

6 13. Without affecting the finality of this Judgment, this Court shall retain
7 exclusive and continuing jurisdiction over this action and the parties, including all
8 members of the Class, for purposes of supervising, administering, implementing,
9 enforcing, construing, and interpreting the Settlement, the claims process thereunder, and
10 this Judgment. Any disputes concerning this Judgment may be referred to a magistrate
11 judge of this Court for a report and recommendation.

12 **IT IS SO ORDERED.**

13 Dated: 4/17/12


The Honorable Saundra Brown Armstrong
United States District Judge